

Meeting of the Reclamation Board

September 21, 2007

CONSENT CALENDAR

Background Information

Pipeline Easement, City of Fairfield, Solano County

The City of Fairfield (City) will be installing a 36-inch diameter water line under LedgeWood Creek at Cordelia Road near the city of Fairfield as part of the City's East-West Water Transmission Line Project. The route of the water pipeline crosses land owned in fee by the Reclamation Board which was acquired for the Fairfield Vicinity Streams Project. Reclamation Board Permit No. 18047 GM was issued to the City for this project on May 9, 2006. Special Condition No. 13 of the permit requires the City to obtain an easement from the Board prior to commencement of work.

The proposed water pipeline requires a permanent easement 20 feet in width and is 0.16 acres in size. Two temporary construction easements totaling 0.26 acres are also needed. The City is asking that the easements be granted without cost as the City is the local sponsor for the Fairfield Vicinity Streams Project. As the local sponsor, the City contributed 25 percent of the costs for the purchase of the land rights for the project. The City is also responsible for the maintenance and operation of the facilities of the project. Attached is an agreement between the Reclamation Board and the City of Fairfield which details the responsibilities of both parties for the Fairfield Vicinity Streams Project. Paragraphs 4(d) and 4(b) of the Agreement are the relevant paragraphs for this transaction. The City contacted a local appraiser for an informal estimate of the value of the permanent easement for the pipeline easement. The appraiser's ball park figure is \$1,000 for the easement.

Staff recommends that the Board consider approval of an easement to the City of Fairfield for a water pipeline across Reclamation Board fee-owned property located at LedgeWood Creek in consideration of the City's on-going maintenance and operation of the project facilities and in consideration of the City's 25 percent contribution for the purchase of the land rights for the project.

Attachments:

Vicinity Map



UPRR

62.50'
S13°28'18"E

N76°41'09"E

$\Delta=17.10'25"$
 $R=780.00$
 $L=233.79$

$R=500.00$
 $L=316.50'$
 $D=36.16'06"$

S86°08'26"E

CREEK

LEDGEWOOD

S67°19'51"E

$R=800.00$
 $L=262.63$
 $\Delta=18.8'35"$

LANDS
OF
SHELDON

LANDS
OF
SACRAMENTO-
SAN JOAQUIN
DISTRICT

LANDS
OF
GENTRY

WEST PROPERTY
LINE FOR LANDS
OF GENTRY

30' ROW
EASEMENT

WESTERLY
CONSTRUCTION
EASEMENT

EASTERLY
CONSTRUCTION
EASEMENT

EAST PROPERTY
LINE FOR LANDS
OF SHELDON

$R=780.00$
 $L=279.23'$
 $D=20'30'40"$

273.01'
S12°41'45"W

N28°13'52"E
210.00

70.05'
N15°43'57"E

156.25'
N03°49'13"W

PERMANENT
20'EASEMENT

NOTE:
FOR CONSTRUCTION &
PERMANENT EASEMENT
SEE EXHIBIT "A2"
SHEET 2 OF 2

LEDGEWOOD CREEK

GRAPHIC SCALE



(IN FEET)
1 inch = 150 ft.



CREEGAN+D'ANGELO
Consulting Civil and Structural Engineers

FAIRFIELD, MONTEREY, PLEASANTON, SAN FRANCISCO, SAN JOSE

EXHIBIT "A1"
EAST-WEST WATER TRANSMISSION LINE
LEDGEWOOD CREEK

SHEET 1 OF 2

DRAWING: P:\DRAW\60002950\60002950-GENTRY-SHELDON-062206.DWG JUNE 22, 2006 1:36:35 p.m.

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

DEPARTMENT OF WATER RESOURCES

Division of Engineering
Real Estate Branch
1416 9th Street, Room 425
Sacramento, California 95814

SPACE ABOVE THE LINE FOR RECORDER'S USE

32-190-150
32-190-230 & 250

**RECLAMATION BOARD
EASEMENT DEED**

Project FAIRFIELD VICINITY STREAMS
PIPELINE

Parcel No. 2007-12678-A-A&B, 2007-12678-C-A&B
2007-12679-A-C&D, 2007-12810-A-C&D
Tr. 1-643
Comp Bk 125-10A, 10B, & 13

The SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, acting by and through THE RECLAMATION BOARD
of the STATE OF CALIFORNIA, does hereby grant to

CITY OF FAIRFIELD

a NONEXCLUSIVE EASEMENT for a thirty-six inch water pipeline upon, over, and across that certain real property in
the County of Solano, State of California, described as follows:

All that real property lying in Suisun Rancho, projected Section 35, Township 5 North, Range 2 West, M.D.M., County of Solano, State of California, being a portion of the following four parcels:

- 1) PARCEL 12810-A described in GRANT DEED recorded in Book 1992 at Page 22965,
- 2) PARCEL 12679-A described in GRANT DEED recorded in Book 1990 at Page 88932,
- 3) PARCEL 12678-A described in GRANT DEED recorded in Book 1992 at Page 11077,
- 4) PARCEL 12678-C described in GRANT DEED recorded in Book 1993 at Page 7627,

Official Records of said County described as follows:

**PARCEL 2007-12810-A-C, PARCEL 2007-12679-A-C,
PARCEL 2007-12678-A-A, and PARCEL 2007-12678-C-A**

A nonexclusive easement and right of way to construct, reconstruct, enlarge, remove, relay, operate and maintain a 36 inch water pipeline, together with any works necessary and appurtenant thereto across the following described land:

COMMENCING at the standard cased City Monument marking the intersection of Beck Avenue and Cordelia Road, shown as # 7 on RECORD OF SURVEY in Book 16 of Surveys Page 74, Official Records of said County;
thence along the following three courses:

- 1) North 0°02'45" West along the centerline of Beck Avenue 2573.26 feet to the standard cased City Monument marking the intersection of Beck Avenue and Courage Drive, shown as #6 on said RECORD OF SURVEY;
- 2) Leaving said centerline South 52°30'22" East 2616.95 feet to a point being the POINT OF BEGINNING of PARCEL 12810-A and the centerline of Cordelia Road; and
- 3) South 61°45'48" West 36.20 feet along the centerline of Cordelia Road to a point, said point being also the most westerly corner of the hereindescribed land and the TRUE POINT OF BEGINNING of this description;

Thence from said TRUE POINT OF BEGINNING leaving said centerline of Cordelia Road North 9°07'00" East 87.43 feet;

Thence North 61°45'48" East parallel to said Cordelia Road 276.86 feet;

Thence leaving said parallel line South 73°14'12" East 61.48 feet to the easterly line of hereinbefore said PARCEL 12678-C;

Thence South 3°40'03" East along said easterly line 21.34 feet;

Thence leaving said easterly line North 73°14'12" West 60.64 feet;

Thence parallel to said centerline of Cordelia Road South 61°45'48" West 258.68 feet;

Thence leaving said parallel line South 9°07'00" West 62.27 feet to the southerly line of herein described land;

Thence South 61°45'48" West along said centerline of Cordelia Road 25.16 feet to the TRUE POINT OF BEGINNING.

Containing 0.19 Acre, more or less.

TOGETHER WITH the following two temporary construction easements and right of way for the purpose of moving and/or maneuvering construction equipment and vehicles; jack and bore operations, the temporary storage of equipment and materials necessary for constructing a water main, together with the equipment used in grading and other earthwork pertinent to said work; the temporary storage of spoil or excavated material during the period of constructing said water facilities and related construction work; and any other operations necessary and appurtenant to the construction of said water main, over, through, and across the land hereinafter described as follows:

PARCEL 2007-12810-A-D AND PARCEL 2007-12679-A-D

All that real property being a portion of hereinabove said PARCEL 12810-A, and also being a portion of hereinabove said PARCEL 12679-A described as follows:

Beginning at the TRUE POINT OF BEGINNING of the hereinbefore described Permanent Easement;

Thence from said TRUE POINT OF BEGINNING along hereinabove said centerline of Cordelia Road South 61°45'48" West 53.44 feet to the westerly line of hereinbefore said PARCEL 12810-A;

Thence leaving said centerline of Cordelia Road along said westerly line North 12°41'45" East 144.94 feet;

Thence parallel with said centerline of Cordelia Road North 61°45'48" East 83.87 feet;

Thence leaving said parallel line South 1°50'05" East 44.66 feet to the north line of the hereinabove described permanent easement;

Thence along said north line South 61°45'48" West 52.48 feet;
Thence leaving said north line South 9°07'00" West 87.43 feet to the TRUE
POINT OF BEGINNING.

Containing 0.16 Acre, more or less

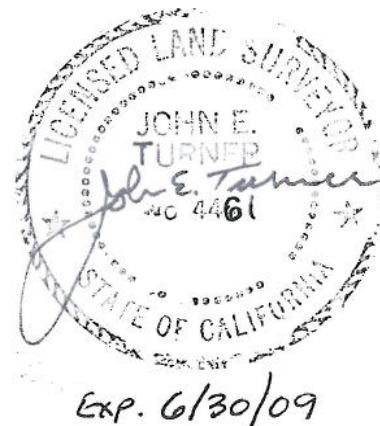
PARCEL-2007-12678-A-B AND 2007-12678-C-B

All that real property being a portion of hereinabove said PARCEL
12678-A, and being a portion of hereinabove said PARCEL 12678-C described
as follows:

COMMENCING at the hereinbefore described Point of Beginning
of PARCEL 12810-A;
Thence along hereinabove said centerline of Cordelia Road North 61°45'48"
East 325.28 feet to the southeasterly corner of the hereinbefore said
PARCEL 12678-C; Thence leaving said centerline along the East line of
said PARCEL 12678-C North 3°40'03" West 28.62 to the northeasterly
corner of hereinbefore described permanent easement and TRUE POINT
OF BEGINNING;
Thence from said TRUE POINT OF BEGINNING leaving said East line along the
North line of said permanent easement North 73°14'12" West 61.48 feet;
Thence South 61°45'48" West 39.93 feet; Thence leaving said North line North
6°20'01" East 48.58 feet; Thence North 61°45'48" East to the
hereinbefore said East line of PARCEL 12678-C 94.00 feet;
Thence along said East line South 3°40'03" East 91.78 feet to the TRUE POINT
OF BEGINNING.

Containing 0.12 Acre, more or less.

Bearings and Distances are based on the California Coordinate System Zone 2,
CCS 27.



Grantee, its successors or assigns, may be required at its sole cost and expense to remove, alter, relocate, or reconstruct all or any part of the permitted work of easement if removal, alteration, relocation, or reconstruction is necessary as part of, or in conjunction with, any present or future flood control plan or project, or if damaged by any cause.

State of California
The Resources Agency
Department of Water Resources
THE RECLAMATION BOARD

Parcel No. 2007-12678-A-A&B
2007-12678-C-A&B
2007-12679-A-C&D
2007-12810-A-C&D

Executed this _____ day _____, of 20 _____

SACRAMENTO AND SAN JOAQUIN DRAINAGE
DISTRICT, acting by and through
The Reclamation Board of the State of California.

By _____
President

By _____
Secretary

Approved as to Legal Form

Signed and delivered in the presence of:

Counsel, The Reclamation Board

STATE OF CALIFORNIA

County of _____ } SS

On _____, 20 _____, before me, _____

personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who's name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

STATE OF CALIFORNIA
THE RESOURCES AGENCY
THE RECLAMATION BOARD

PERMIT NO. 18047 GM

This Permit is issued to:

City of Fairfield
1000 Webster Street
Fairfield, California 94533

To install (bore and jack) a 36-inch diameter steel pipeline across and under
Ledge wood Creek. The project is located in Fairfield at Cordelia Road (Section
35, T5N, R2W, MDB&M, Ledge wood Creek, Solano County).

NOTE: Special Conditions have been incorporated herein which may place
limitations on and/or require modification of your proposed project
described above.

(SEAL)

Dated: MAY - 9 2006

Stephen T. Bradley
for General Manager

GENERAL CONDITIONS:

ONE: This permit is issued under the provisions of Sections 8700 - 8723 of the Water Code.

TWO: Only work described in the subject application is authorized hereby.

THREE: This permit does not grant a right to use or construct works on land owned by the Sacramento and San Joaquin Drainage District or on any other land.

FOUR: The approved work shall be accomplished under the direction and supervision of the State Department of Water Resources, and the permittee shall conform to all requirements of the Department and The Reclamation Board.

FIVE: Unless the work herein contemplated shall have been commenced within one year after issuance of this permit, the Board reserves the right to change any conditions in this permit as may be consistent with current flood control standards and policies of The Reclamation Board.

SIX: This permit shall remain in effect until revoked. In the event any conditions in this permit are not complied with, it may be revoked on 15 days' notice.

SEVEN: It is understood and agreed to by the permittee that the start of any work under this permit shall constitute an acceptance of the conditions in this permit and an agreement to perform work in accordance therewith.

EIGHT: This permit does not establish any precedent with respect to any other application received by The Reclamation Board.

NINE: The permittee shall, when required by law, secure the written order or consent from all other public agencies having jurisdiction.

TEN: The permittee is responsible for all personal liability and property damage which may arise out of failure on the permittee's part to perform the obligations under this permit. If any claim of liability is made against the State of California, or any departments thereof, the United States of America, a local district or other maintaining agencies and the officers, agents or employees thereof, the permittee shall defend and shall hold each of them harmless from each claim.

ELEVEN: The permittee shall exercise reasonable care to operate and maintain any work authorized herein to preclude injury to or damage to any works necessary to any plan of flood control adopted by the Board or the Legislature, or interfere with the successful execution, functioning or operation of any plan of flood control adopted by the Board or the Legislature.

TWELVE: Should any of the work not conform to the conditions of this permit, the permittee, upon order of The Reclamation Board, shall in the manner prescribed by the Board be responsible for the cost and expense to remove, alter, relocate, or reconstruct all or any part of the work herein approved.

SPECIAL CONDITIONS FOR PERMIT NO. 18047 GM

THIRTEEN: When work is proposed on land owned in fee by The Reclamation Board, the permittee shall secure an easement, license, or temporary entry permit from The Reclamation Board prior to commencement of work. Contact Jeffery Fong at (916) 657-2831. ←

FOURTEEN: All work approved by this permit shall be in accordance with the submitted drawings and specifications except as modified by special permit conditions herein. No further work, other than that approved by this permit, shall be done in the area without prior approval of The Reclamation Board.

FIFTEEN: The permittee shall maintain the permitted encroachment(s) and the project works within the utilized area in the manner required and as requested by the authorized representative of the Department of Water Resources or any other agency responsible for maintenance.

SIXTEEN: The permittee shall contact the Department of Water Resources by telephone, (916) 574-1213, and submit the enclosed postcard to schedule a preconstruction conference. Failure to do so at least 10 working days prior to start of work may result in delay of the project.

SEVENTEEN: The permittee shall provide supervision and inspection services acceptable to The Reclamation Board. A professional engineer registered in the State of California shall certify that all work was inspected and performed in accordance with submitted drawings, specifications, and permit conditions.

EIGHTEEN: The Reclamation Board and Department of Water Resources shall not be held liable for any damages to the permitted encroachment(s) resulting from flood fight, operation, maintenance, inspection, or emergency repair.

NINETEEN: The permittee may be required, at permittee's cost and expense, to remove, alter, relocate, or reconstruct all or any part of the permitted encroachment(s) if removal, alteration,

relocation, or reconstruction is necessary as part of or in conjunction with any present or future flood control plan or project or if damaged by any cause. If the permittee does not comply, The Reclamation Board may remove the encroachment(s) at the permittee's expense.

TWENTY: The permittee shall be responsible for repair of any damages to Ledgewood Creek due to construction, operation, or maintenance of the proposed project.

TWENTY-ONE: The permittee is responsible for all liability associated with construction, operation, and maintenance of the permitted facilities and shall defend and hold harmless the State of California, or any departments thereof, from any liability or claims of liability associated therewith.

TWENTY-TWO: If the project, or any portion thereof, is to be abandoned in the future, the permittee or successor shall abandon the project under direction of The Reclamation Board and Department of Water Resources, at the permittee's or successor's cost and expense.

TWENTY-THREE: No construction work of any kind shall be done during the flood season from November 1 to April 15 without prior approval of The Reclamation Board.

TWENTY-FOUR: Cleared trees and brush shall be completely burned or removed from the floodway, and downed trees or brush shall not remain in the floodway during the flood season from November 1 to April 15.

TWENTY-FIVE: The pipe shall be placed in the center of an open trench 2 times the diameter of the pipe.

TWENTY-SIX: The pipeline shall be tested and confirmed free of leaks by X-ray, pressure tests, or other approved methods during construction or anytime after construction upon request by The Reclamation Board.

TWENTY-SEVEN: Pipes shall be inspected prior to installation to ensure no cracked, broken, or defective materials are used.

TWENTY-EIGHT: The permittee shall ensure that all pipe joints are watertight.

TWENTY-NINE: Pipes and joints shall be designed to withstand all anticipated loading conditions.

THIRTY: The annular space between the pipe and the casing pipe shall be completely filled with grout.

THIRTY-ONE: Grouting fluid pressures shall be adequate to assure complete filling of voids surrounding the casing pipe. Pressure and flows shall be carefully monitored and controlled to minimize inadvertant grout returns and the potential for hydrofracturing. Grouting shall be completed within 72 hours of bore completion.

THIRTY-TWO: Cementitious grout shall be a neat cement, prepared with Portland cement and clear, potable water. Up to 5 percent clean, fine sand, by dry weight, may be added as an aggregate. Up to 5 percent bentonite or pozzolan, by dry weight, may be added as a lubricant. Use of other mixtures and/or accelerators shall be discussed with DWR inspector(s) prior to final decision. Grout

mixing equipment shall be adequate to assure the complete and uniform mixing of grout materials.

THIRTY-THREE: Backfill material for excavations shall be placed in 4- to 6-inch layers and compacted to at least the density of the adjacent, firm, undisturbed material.

THIRTY-FOUR: Density tests by a certified materials laboratory will be required to verify compaction of backfill within the project site.

THIRTY-FIVE: The permittee shall be responsible for all damages due to settlement, consolidation, or heave from any construction-induced activities.

THIRTY-SIX: All debris generated by this project shall be disposed of outside the floodway.

THIRTY-SEVEN: The project site shall be restored to at least the condition that existed prior to commencement of work.

THIRTY-EIGHT: Upon completion of the project, the permittee shall submit as-built drawings to: Department of Water Resources, Flood Project Inspection Section, 3310 El Camino Avenue, Suite LL30, Sacramento, California 95821.

AGREEMENT

This agreement is made and entered into by and between THE RECLAMATION BOARD of the State of California, hereinafter referred to as the "Board" and the CITY OF FAIRFIELD, hereinafter referred to as the "City", on the 29 day of MAY 1986, in view of the following circumstances:

WHEREAS, the Fairfield Vicinity Streams, California project was authorized by act of Congress on December 31, 1970 (Public Law 91-611), approving the recommendations of the Chief of Engineers in House Document No. 91-159, 91st Congress, First Session;

WHEREAS, this authorization has been supplemented by the provisions of Section 135 of Public Law 99-190 and Chapter 20 of Public Law 99-88;

WHEREAS, the State of California in 1974 authorized cooperation on this project, Section 12666 of the Water Code, and authorized the Board to give satisfactory assurances to the Secretary of the Army that the required local cooperation will be furnished by the State in connection with this project; and

WHEREAS, City has the power and authority to do all things required of the nonfederal interests in this project.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The Board will provide the assurances of nonfederal cooperation required by the United States for the Fairfield Vicinity Streams Project.
2. The Board will pay up to 75 percent of the costs of project lands, easements, and rights of way, and up to 90 percent of the costs of relocations, pursuant to the provisions of Water Code Sections 12585.2-12585.4.
3. The Board will pay up to 50 percent of the nonfederal capital costs of the recreation and fish and wildlife enhancement features of the project, described under separate agreement between City and the United States, pursuant to Water Code Sections 12847 and 12666.
4. In consideration therefor the City agrees:
 - (a) To hold and save the United States free from damages due to the construction of works of this project and from damages due to their subsequent maintenance and operation, except for damages due to the fault or negligence of the United States or its contractors;
 - (b) To maintain and operate the facilities and units of this project, except those areas in the City of Suisun City's sphere of influence as shown on the Solano County Local Agency Formation Commission Map dated July 1, 1985, in accordance

with the regulations prescribed by the Secretary of the Army and the Board;

(c) To hold and save the State of California, the Sacramento and San Joaquin Drainage District and the Board, their successors or assigns, free and harmless from any and all claims arising out of or in connection with the aforesaid obligations assumed by the City including any responsibility or damages arising out of work performed by the United States pursuant to Section 211 of Public Law 91-611;

(d) To pay 25 percent of the costs of project lands, easements and rights of way, and 10 percent of the costs of relocations for all areas except for areas in the City of Suisun City's sphere of influence as shown on the Solano County Local Agency Formation Commission Map dated July 1, 1985, pursuant to Water Code Sections 12585.2-12585.4; and

(e) To do all things and meet all obligations required of the State in the Agreement between the United States of America Department of the Army and the California State Reclamation Board for Local Cooperation at Fairfield Vicinity Streams, California, to be executed subsequent to this Agreement, except as they are specifically and otherwise provided for herein, which Agreement shall conform to the draft Agreement appended hereto as Appendix A with the addition thereto of a provision regarding renegotiation in the event of enactment into law of new federal cost-sharing for this project.

5. Upon completion or termination of the Project, the parties shall provide an accounting of all costs incurred and credits claimed hereunder.
6. This Agreement shall terminate if the Agreement between the State and the United States referred to herein terminates.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written.

CALIFORNIA STATE RECLAMATION BOARD

CITY OF FAIRFIELD

By William McConnel
President
The Reclamation Board

By Ray Felt
Mayor
City of Fairfield

By B. May
City Clerk
City of Fairfield

DATE MAY 29, 1986